REMARKS

This Application has been carefully reviewed in light of the Office Action mailed January 23, 2006 ("Office Action"). Claims 1, 12, 23, and 34 have been amended and no claims have been canceled. Thus, Claims 1-34 remain in the application of which Claims 1, 12, 23, and 34 are the only independent claims. Applicant respectfully requests reconsideration and favorable action in this case in view of the following remarks.

Claim Rejections - 35 U.S.C. §101

The Examiner has rejected Claims 1-34 under 35 U.S.C. § 101 because the claims are directed to non-statutory subject matter. Applicant respectfully traverses this rejection for at least the following reasons.

The patent laws define patentable subject matter as "any new and useful process, machine, manufacture or composition of matter, or any new and useful improvement thereto." *See* 35 U.S.C. § 101. When an abstract idea is reduced to a practical application, the abstract idea no longer stands alone if the practical application of the abstract idea produces a useful, concrete, and tangible result. This then satisfies the requirements of 35 U.S.C. § 101. *See In re Alappat*, 33 F.3d 1526, 1544, 31 U.S.P.Q.2d 1545, 1557 (Fed. Cir. 1994); see also *State Street Bank & Trust Co. v. Signature Financial Group, Inc.*, 149 F.3d 1368, 1373, 47 U.S.P.Q.2d 1596, 1601-02 (Fed. Cir. 1998). While an abstract idea by itself may not satisfy the requirements of 35 U.S.C. § 101, an abstract idea when practically applied to produce a useful, concrete, and tangible result satisfies 35 U.S.C. § 101. *See AT&T Corp. v. Excel Comm. Inc.*, 172 F.3d 1352, 1357, 50 U.S.P.Q. 1447, 1452 (Fed. Cir. 1999) (stating that as technology progressed, the CCPA overturned some of the earlier limiting principles regarding 35 U.S.C. § 101 and announced more expansive principles formulated with computer technology in mind); *see also In re Musgrave*, 431 F.2d 882, 167 U.S.P.Q. 280 (CCPA 1970) (cited by the Federal Circuit in *AT&T Corp.*, 172 F.3d at 1356). Thus, producing a useful, concrete, and tangible result is the key to patentability according to *State Street* and other applicable case law.

"Only when the claim is devoid of any limitation to a practical application in the technological arts should it be rejected under 35 U.S.C. 101." M.P.E.P. § 2106. Indeed, a method or process remains statutory even if some or all of the steps therein can be performed in the human mind, with the aid of the human mind, or because it may be necessary for one performing the method or process to think. *See In re Musgrave*, 431 F.2d at 893, 167 U.S.P.Q. at 289. As stated by the Federal Circuit in *State Street* and as explicitly confirmed in the M.P.E.P., "[T]ransformation of data, representing discrete dollar amounts, by a machine through a series of mathematical calculations into a final share price, constitutes a practical application of a mathematical algorithm, formula, or calculation, because it produces 'a useful, concrete, and tangible result' -- a final share price momentarily fixed for recording and reporting purposes and even accepted and relied upon by regulatory authorities and in subsequent trades." *State Street*, 149 F.3d at 1373, 47 U.S.P.Q.2d at 1601-02; M.P.E.P. § 2106. As discussed below, Applicant's claims clearly recite a useful, concrete, and tangible result and are therefore directed to patentable subject matter.

As an example, prior to the amendments presented in the current Response, independent Claim 1 was directed to a method for "**managing** fulfillment data" comprising limitations that facilitated a user's ability to manage the fulfillment data. Throughout the context of Applicant's disclosure, the terminology "managing" is construed to mean acts that modify or otherwise process data. To this end, the modification or processing of fulfillment data, produces a tangible result in that a plurality of target data may be modified or accessed by a user in a useful tangible way. Therefore, given the limitations of Claim 1 upon which the act of managing was to perform, a final result was provided that is "useful", tangible, and concrete.

For substantially similar reasons, independent Claim 34 recited at least one practical application and a useful, concrete, and tangible result even prior to the amendments presented in the current Response.

As another example, even prior to the amendments presented in the current Response, independent Claim 12 was directed to a system for "**managing** fulfillment data" including several limitations operable to facilitate a user's ability to manage fulfillment

data.   Throughout the context of Applicant's disclosure, the terminology "managing" is construed to mean acts that modify or otherwise process target data using the fulfillment data. (Specification page 9, lines 29-31).   To this end, the modification or processing of fulfillment data, produces a tangible result in that a plurality of target data may be modified or accessed by a user in a useful tangible way.   Therefore given the limitations of Claim 1, a system is defined upon which the act of managing was to perform, thereby enabling a final result that is "useful", tangible, and concrete.

For substantially similar reasons, independent Claim 12, 23, and 34 recite at least one practical application and a useful, concrete, and tangible result even prior to the amendments presented in the current Response.

In any event, although Applicant believes Claims 1-34 are directed to patentable subject matter without amendment for the reasons set forth above, Applicant has amended independent Claims 1, 12, 23, and 34 to further clarify that these claims each recite that each fulfillment interface being accessible by a user to access or modify a plurality of target data using the fulfillment data.   This amendment is not considered narrowing or necessary for patentability.   Further, these clarifying amendments do not constitute new matter.   For at least these reasons, Applicant believes that Claim 1-34 contain patentable subject matter having a final result that is "useful", tangible, and concrete, and thus respectfully requests that the Examiner withdraw the rejection of Claims 1-34 under 35 U.S.C. § 101.

Claim Rejections - 35 U.S.C. §112, Second Paragraph

The Examiner rejects Claims 1-34 under 35 U.S.C. §112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Specifically, the Examiner rejects Claim 1-34 because "it is unclear as to what is Applicant's claimed, fulfillment." (Office Action, page 4). Applicant respectfully traverses this rejection for at least the following reasons.

According to Claim 1, the term "fulfillment" is used as a modifier in conjunction with several other terms in order to cite particular elements of the claim.   For example, the Specification defines a "fulfillment system" as "any system in which fulfillment data is used

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to modify or otherwise process target data." (Specification, page 8, lines 9-10). The Specification defines "fulfillment data" as "any data that may be used to update, modify, or otherwise process target data." (Specification, page 9, lines 11-12). Further, the Specification also provides that this fulfillment data "may indicate the change or other process to be performed on the data and/or a message or command for making such modification or performing such processing." (Specification, page 9, lines 15-17). The Specification defines "fulfillment type" as a type of operation to be performed on an account. (*See* Specification, page 9, lines 11-12). The Specification defines "fulfillment interface" as "interfaces that allow operators or analysts to input, access and/or manage fulfillment data in order to apply such fulfillment data to particular target data." (Specification, page 9, lines 29-31). Additionally, the Specification defines "fulfillment engine" as an executable software that is stored and executed using local data storage within a database management system. (*See* Specification, page 8, lines 20-21). Thus, the term "fulfillment" is used to associate the various elements that are used to concisely define several elements and the behavior of these elements as recited in Claim 1.

For at least these reasons, Applicant respectfully submits that Claim 1 is in accordance with 35 U.S.C. § 112, second paragraph. Independent Claims 12, 23, and 34 are allowable for analogous reasons, as are all claims depending therefrom. Therefore, Applicant respectfully requests reconsideration and allowance of Claims 1-34.

Claim Rejections - 35 U.S.C. §102

The Examiner rejects Claims 1-34 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,629,081 issued to Richard D. Cornelius, et al. ("*Cornelius*"). Because *Cornelius* does not teach each and every element in Applicant's claims, Applicant respectfully traverses these rejections for at least the following reasons.

It is important to note that "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987); M.P.E.P. § 2131. In addition, "[t]he identical invention <u>must</u> be shown in as complete detail as is contained in the claims" and "[t]he elements <u>must</u> be arranged as

required by the claim." *Richardson v. Suzuki Motor Co.*, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989); *In re Bond*, 15 U.S.P.Q.2d 1566 (Fed. Cir. 1990); M.P.E.P. § 2131 (*emphasis added*). Whether considered alone or in combination with any other cited references, *Cornelius* does not disclose, either expressly or inherently, each and every element of the claims.

For example, *Cornelius* does not disclose, teach, or suggest "generating within the local data storage a single local parent multi-definition table appropriate for the plurality of fulfillment types" In the Office Action, the Examiner states that Claim 1 element, "generating within the local data storage a single local parent multi-definition table appropriate for the plurality of fulfillment types" is taught by *Cornelius* in Figures 55, 65, and 97. (Office Action, page 5, lines 14-17). However, this is incorrect. Figure 55 and its associated disclosure only disclose an eMarket that is supported by a technical infrastructure, wherein the eMarket of *Cornelius* discloses a number of capabilities including software/solutions, IT, fulfillment, and financial services/risk management. That is, neither of these capabilities discloses, teaches, or suggests a multi-definition table comprising a table of fulfillment data associated with one or more of the fulfillment types. (Specification page 12, paragraph 3). Thus, the eMarket as described by *Cornelius* in Figure 55 does not disclose, teach, or suggest generating a multi-definition table capable of managing a particular instance of fulfillment data, wherein fulfillment data is defined as any data that may be used to update, modify, or otherwise process target data. Figure 65 and its associated disclosure only disclose a process for affording a settlement function utilizing only one instance of target data. Management of fulfillment data that may modify or access a plurality of target data is not disclosed, taught, or suggested by *Cornelius*. (*See Cornelius*, column 30, line 60 to column 31, line 9). Thus, management of a plurality of target data that may be associated with target data among a plurality of transactions and are contained within the database management system via an instance of fulfillment data is not disclosed, taught, or suggested by *Cornelius* in Figure 65. Therefore, Figure 65 and its associated disclosure do not disclose, teach, or suggest generating a multi-definition table capable of managing a particular instance of fulfillment data. Figure 97 and its associated disclosure describe a plurality of conceptual personalization architecture components, wherein each component is adapted customize data that is transmitted to a user based upon

what is known about the user. However, the system as described by *Cornelius* in Figure 97 is adapted for management of target data pertinent to one particular user. (*See Cornelius* column 176, line 54 to column 177, line 6). That is, management of a plurality of target data representative of a plurality of users via a particular fulfillment data is not provided for using the system as described in Figure 97 and its associated disclosure. Thus, the plurality of conceptual personalization architecture components as described by *Cornelius* in Figure 97 does not disclose, teach, or suggest generating a multi-definition table capable of managing a particular instance of fulfillment data, wherein fulfillment data is defined as any data that may be used to update, modify, or otherwise process target data.

Therefore, Figures 55, 65, or 97 do not disclose, teach, or suggest "generating within the local data storage a single local parent multi-definition table appropriate for the plurality of fulfillment types" as specifically recited in Applicant's Claim 1. For at least these reasons, Applicant respectfully submits that Claim 1 is not anticipated by *Cornelius* under 35 U.S.C. § 102. Independent Claims 12, 23, and 34 are allowable for analogous reasons, as are all claims depending therefrom. Therefore, Applicant respectfully requests reconsideration and allowance of Claims 1-34.
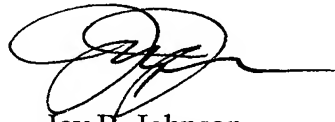
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CONCLUSION

Applicant has made an earnest attempt to place this case in condition for allowance. For at least the foregoing reasons, Applicant respectfully requests full allowance of all pending Claims.

If the Examiner feels that a telephone conference or an interview would advance prosecution of this Application in any manner, the undersigned attorney for Applicant stands ready to conduct such a conference at the convenience of the Examiner.

Applicant hereby takes an extension of time for responding to the Office Action dated January 23, 2006 for three months from April 23, 2006 to July 23, 2006. The Commissioner is hereby authorized to charge the three-month extension fee in the amount of $1,020.00 and any other fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

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